



TENDER NO: 2021/120

Durban Heights Reservoir 3 – The Design, Supply and Installation of a Geosynthetic Lining System

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Sphamandla Mthembu
Telephone: 033 341 1325

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
Report unethical conduct at Umgeni Water on: Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za <i>Stop theft / fraud / dishonesty / bribery / blackmail / intimidation, and remain anonymous.</i>	Persons aggrieved by tender award decisions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement. UW shall only consider written appeals/objections clearly stating reasons for appeal directed to: The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>	<u>SHEET COLOUR</u>
VOLUME 1		
THE TENDER		
T1 TENDERING PROCEDURES		
T1.1 Tender Notice and Invitation to Tender	T1.1	White
T1.2 Tender Data.....	T1.3	Pink
T.2 RETURNABLE DOCUMENTS		
T2.1 List of Returnable Documents	T2.1	Yellow
T2.2 Returnable Schedules and Documents.....	T2.3	Yellow
VOLUME 2		
CONTRACT		
C.1 AGREEMENTS AND CONTRACT DATA		
C1.1 Form of Offer and Acceptance	C1.2	Yellow
C1.2 Contract Data	C1.7	Yellow
C1.3 Form of Guarantee	C1.15	Yellow
C1.4 Adjudicator's Agreement	C1.17	White
C1.5 Agreement in terms of OHS Act No 85 of 1993	C1.20	White
C.2 PRICING DATA		
C2.1 Pricing Instructions	C2.1	Yellow
C2.2 Bill of Quantities.....	C2.4	Yellow
C.3 SCOPE OF WORK		
C3.1 Standard Specifications.....	C3.2	White
C3.2 Amendments to Standard Specifications	C3.3	White
C3.3 Umgeni Water Particular Specifications	C3.6	White
C3.4 Amendments to the Umgeni Water Particular Spec.....	C3.7	White
C3.5 Project Specifications	C3.10	White
C.4 SITE INFORMATION		
C4.1 Site Information	C4.1	Green
C.5 ANNEXURES		
C5.1 Umgeni Water Insurance Summary and Claims Procedure		
C5.2 Health and Safety Specifications		
C5.2 Drawings		

Tender Number: 2021/120

Tender Title: Durban Heights Reservoir 3 – The Design, Supply and Installation of Geosynthetic Lining System

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Umgeni Water is a state owned business enterprise that operates within the South African legislative parameters. The primary function of Umgeni Water is to supply treated water in bulk to its municipal customers.

Competent and experienced Contractors are invited to Tender for the following:

The Design, supply and installation of a 1.5 mm thick Ethylene Vinyl Acetate (EVA) stabilized co-polymer geomembrane (Hyperliner) or similar approved, overlying a Woven Polypropylene Geotextile fabric layer (310g/m²) which is to be in turn supported on a polyethylene geosynthetic fabric underdrain network system (Flownet)

Construction Duration: 4 Months

In addition to the Eligibility Criteria specified in Clause F2.1 of the tender document, tenderers are required to fulfil the following:

Approved Installation Contractor status by the IAGI (International Association of Geosynthetic Installers Association affiliation) or equivalent

In addition to the evaluation criteria specified in clause F2.1 of the Tender document, Tenderers' are required to achieve a stipulated minimum threshold per designated sectors and products

Industry/sector/sub-sector Minimum threshold for local content

A CIDB grading of 7 SN or higher is required

Evaluation method:

The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated in two stages i.e.

- Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for the tender to be considered further.
- Price & Preference using the 80/20 Preference Point Scoring System in terms of PPPFA

Instructions for accessing and for the submission of tender documents:

Tender Submission

The physical address for and the submission of Tenders is:

Umgeni Water, 310 Burger Street, Pietermaritzburg.

How to Access Tender documents

Tender documents are available from the Supply Chain Management Office. Documents will be issued by email, upon request and submission of proof of payment to spha.mthembu@umgeni.co.za. Documents will only be issued in electronic format, during working hours from 09h00 to 15h00 from 21 June 2021 to 25 June 2021

A non-refundable tender fee of R200 payable by Electronic Fund Transfer is required before collecting the Tender Document. Proof of EFT payment is to be provided on collection. The said transfers may be made to:

BANK NAME: NEDBANK LIMITED
ACCOUNT NAME: UMGENI WATER BOARD – MAIN ACCOUNT
ACCOUNT NUMBER: 1196366594
REFERENCE: 2021/120 and Company Name.

**NOTE: 1 TENDER DOCUMENTS SHALL NOT BE ISSUED IF INCORRECTLY REFERENCED.
2 TENDERER TO FORWARD NOTIFICATION OF PAYMENT BY E-MAIL TO [Sphamandla Mthembu] AT [spha.mthembu@umgeni.co.za]**

NOTE: NO CASH PAYMENT WILL BE ACCEPTED WHEN ISSUING TENDER DOCUMENTS.

Queries relating to the issue of these documents shall be addressed to: [Mr Sphamandla Mthembu], Tel No.: 033 341 1325, e-mail: spha.mthembu@umgeni.co.za.

A non-compulsory clarification meeting with representatives of Umgeni Water will take place at Durban Heights Water Treatment Works, 88 Dunkeld Rd, Reservoir Hills, Durban, on 28 June 2021 starting at 10h00.

The closing time for submission of Tenders is **12h00** on **08 July 2021**

Tenders are to be deposited in the Tender Box located outside the main entrance at **Umgeni Water, 310 Burger Street, Pietermaritzburg.**

Umgeni Water's Standard Conditions of Tender are available on Umgeni Water's website
https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

Persons aggrieved by decisions or actions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media.

The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office,
Attention: Supply Chain Management
Email: appeals@umgeni.co.za

Note that appeals not addressed to the abovementioned e-mail address will not be considered.

For any other Tender adverts, please visit this website.

Umgeni Water Reserves the Right to Award the Contract In Whole or In Part, or not at all.

T1.2 TENDER DATA (INCLUDING SPECIAL CONDITIONS OF TENDER)

The general conditions of tender are the Umgeni Water Standard Conditions of Tender (document number: SCM009, a copy of which may be obtained from Umgeni Water Supply Chain Management office or can be downloaded from the following website:

https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

For purposes of this Contract the following Special Conditions of Tender shall apply:

F.3.8 Test for responsiveness

Sub-Clause F.3.8.1 Add the following new sub-clause:

“d) meets the minimum Functionality requirements stated in the Tender Data.”

F3.11.5 Method 4: Financial offer, quality and preferences

Delete this Clause in its entirety and substitute with:

“F.3.11.5 Functionality

Each member of the Employer’s tender evaluation committee is to independently score each tender in respect of functionality offered in accordance with the provisions of F.3.11.9. The committee is then to calculate the final score for each tender as the average of the score from each committee member, rejecting all tender offers that fail to score the minimum number of points stated in the tender data, if any.”

Clause F.3.11.9 Scoring Quality

Substitute the word ‘quality’ wherever it appears with the word ‘functionality’.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is Umgeni Water
	F.1.2 Tender Documents
F.1.2	The Tender Documents issued by the Employer comprise the following documents: VOLUME 1 – Tendering Procedures and Returnable Documents Part T1: Tendering procedures T1.1 Tender Notice and invitation to Tender T1.3 Tender Data Part T2: Returnable Schedules and Documents T2.1 List of all Returnable Documents T2.3 Returnable Schedules VOLUME 2 – Offer, Contract and Price [Note to compiler: Correct this title if volume 3 is not used. Delete this note] Part C1: Agreements and Contract Data C1.2 Form of Offer, Acceptance and Schedule Deviations C1.8 Contract Data C1.17 Form of Guarantee Part C2: Pricing data C2.2 Pricing Instructions C2.2 Pricing Schedule

	Part C3: Scope of work C3.1 Scope of Work Part C4: Site Information C4.1 Site Information Part C5: Annexures The Tender Document and the drawings shall be obtained from the Employer or its authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice. Upon receipt of the Tender documents and prior to the submission of any Tender, the Tenderer shall check the documents issued and the number of pages contained in each document and if any are found to be missing or duplicated or any figure or wording indistinct, the Tenderer shall apply to the Employer's Agent at once to have the same rectified as no liability will be entertained by the Employer or the Employer's Agent in respect of errors in any Tender arising out of any matter referred to in this paragraph. The Tenderer is required to satisfy itself that the Documents received are correct, complete and sufficient to be the basis of a <i>bona fide</i> Tender in every respect. Should any Tenderer not accept that the Documents issued can form the basis of a <i>bona fide</i> Tender, the Employer's Agent shall be requested to correct the discrepancy, ambiguity, missing or illegible information, failing which the Tender submitted by the Tenderer shall be taken that the Tenderer accepts the adequacy of the Tender document. . The submission of a <i>bona fide</i> Tender shall absolve the Employer's Agent from any liability whatsoever for any error in a Tender due to the foregoing.								
F.1.4 Communication and Employer's agent									
F.1.4	The Employer's buyer is : Sphamandla Mthembu <u>Tender Queries</u> <table border="1"> <tr> <td>Name:</td><td>Sphamandla Mthembu</td></tr> <tr> <td>Address:</td><td>Umgeni Water 310 Burger Street, Pietermaritzburg</td></tr> <tr> <td>Tel:</td><td>033 341 1325</td></tr> <tr> <td>E-mail:</td><td>spha.mthembu@umgeni.co.za</td></tr> </table>	Name:	Sphamandla Mthembu	Address:	Umgeni Water 310 Burger Street, Pietermaritzburg	Tel:	033 341 1325	E-mail:	spha.mthembu@umgeni.co.za
Name:	Sphamandla Mthembu								
Address:	Umgeni Water 310 Burger Street, Pietermaritzburg								
Tel:	033 341 1325								
E-mail:	spha.mthembu@umgeni.co.za								
F.1.5 The Purchaser's right to accept or reject any tender offer									
F.1.5.2	The minimum period will be 3 months								
F.2.1 Eligibility									
F.2.1	Umgeni Water will only consider submissions from tenderers who satisfy the following criteria: a) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; b) the Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; c) the Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Purchaser or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;								

	d) the Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. e) Tenderer must have an approved Installation Contractor status by the IAGI (International Association of Geosynthetic Installers or equivalent f) The Tenderer must have a CIDB grading of 7SN or above
	F.2.7 Clarification meeting
F.2.7	There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
	F.2.12 Alternative Tender offers
F.2.12	No alternative Tender offers will be considered.
	F.2.13 Submitting a Tender offer
F.2.13.3	Parts of each Tender offer communicated on paper shall be submitted as an original
F.2.13.5 and F.2.13.7	The Employer's details and address for delivery of Tender offers are stated in T1.1 Tender Notice and Invitation to Tender. Identification details The identification details which must be stated in the Tender offer outer package are: Tender Number Title of Tender Closing Date Closing Time Tenderer's Name Tenderer's Address Tenders issued in more than one volume must be returned in the same manner and bound separately as per the Tender volumes issued. <i>The Tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderer's sole responsibility to ensure that Tenders are placed in the Tender box and only Tenders that have been placed in the Tender box before the stipulated closing date and time will be considered</i>
	F2.13.6 Two Envelope tender Procedure
F.2.13.6	A two-envelope system is not applicable
	F.2.15 Closing time
F.2.15	The closing time for submission of Tender offers is as stated in T.1.1 Tender Notice and Invitation to Tender.
	F.2.16 Tender offer validity
F.2.16.1	The Tender offer validity period is 90 days from the closing date.
	F.2.19 Inspections, tests and analysis
F.2.19	Access shall be provided for the visual inspections.
	F.2.20 Submit securities, bonds, policies, etc.

F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved financial institution registered with the Financial Services Board undertaking to provide the PERFORMANCE GUARANTEE - DEMAND GUARANTEE to the format included in Part T2.2 of this procurement document.															
F.2.23 Certificates																
F.2.23	The Tenderer is required to submit with his Tender: 1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) Central Supplier Database (CSD) Report 3) Proof of good standing in terms of the COID Act 4) Certificate of Independent Bid Determination 5) Valid affidavit or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 6) Company Registration Certificate 7) Approved Installation Contractor status by the IAGI (International Association of Geosynthetic Installers) or equivalent 8) CIDB Registration Certificate															
F.3.4 Opening of Tender submissions																
F.3.4	Tenders will be opened immediately after the closing time for Tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.															
F3.8 Test for responsiveness																
F.3.8	The minimum qualifying Functionality Evaluation Score shall be 70 (seventy) points															
F.3.11 Evaluation of Tender offers																
F.3.11.5 F.3.11.7 F.3.11.8	The procedure for the evaluation of responsive Tenders is Method 2 (Financial Offer and Preference) The following preference point systems are applicable to all Tenders: 1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.; and 2) 90/10 system for Tenders with a Rand value more than R50 000 000.00, inclusive of VAT, in which 90 points are allocated for price and 10 points for preference in respect of all responsive Tenders received.															
F.3.11.9	The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule: <table><tr><th colspan="2">Returnable Schedule</th><th>Weighting %</th></tr><tr><td>T2.2.09</td><td>Tenderer's Experience</td><td>40</td></tr><tr><td>T2.2.11</td><td>Experience of Key Personnel</td><td>20</td></tr><tr><td>T2.2.15</td><td>Method Statement</td><td>20</td></tr><tr><td>T2.2.16</td><td>Preliminary Programme</td><td>20</td></tr></table> <u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u> The score allocated by each Bid Evaluation Committee member for a tender shall be the sum, of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.	Returnable Schedule		Weighting %	T2.2.09	Tenderer's Experience	40	T2.2.11	Experience of Key Personnel	20	T2.2.15	Method Statement	20	T2.2.16	Preliminary Programme	20
Returnable Schedule		Weighting %														
T2.2.09	Tenderer's Experience	40														
T2.2.11	Experience of Key Personnel	20														
T2.2.15	Method Statement	20														
T2.2.16	Preliminary Programme	20														
F.3.17 Provide copies of the contracts																

F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).
	F3.18 Provide written reasons for actions taken
F3.18	Refer to Section 39 of the Supply Chain Management Policy.
	F3.19 Additional Conditions of Tender
F3.19	Appeals Process Persons aggrieved by decisions or actions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media. The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office. Attention: Supply Chain Management Email: appeals@umgeni.co.za Note that appeals not addressed to the abovementioned email will not be considered. <i>Umgeni Water Reserves The Right To Award The Contract In Whole Or In Part, or not at all.</i>

T2.1.

T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer shall complete and submit the following returnable schedules and documents:

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		T2.3
T2.2.2 Declaration of Interest		T2.10
T2.2.3 Declaration of Tenderer's Past Supply Chain Management Practices`		T2.13
T2.2.4 Tax Compliance Status Letter Requirements or CSD Report		T2.16
T2.2.5 Proof of Attendance at the Compulsory Clarification/Site Meeting		T2.17
T2.2.6 Certificate of Independent Bid Determination		T2.18
T2.2.7 Contract Participation Goals (CPG)		T2.21
T2.2.8 Local Production and Content Declaration Certificate (SBD 6.2)		T2.23
T2.2.9 Tenderer's Experience		T2.29
T2.2.10 Key Personnel Assigned to the Work		T2.32
T2.2.11 Experience of Key Personnel		T2.33
T2.2.12 Proposed Organization and Staffing		T2.36
T2.2.13 Tenderer's Schedule of Plant and Equipment	N/A	T2.38
T2.2.14 Quality Assurance and Environmental Management		T2.40
T2.2.15 Method Statement		T2.42
T2.2.16 Preliminary Programme		T2.44
T2.2.17 Registration Certificate / Agreement / ID Document		T2.46
T2.2.18 Amendments, Qualifications and Alternatives		T2.47
T2.2.19 Record of Addenda to Tender Documents		T2.49
T2.2.20 VAT Registration Certificate		T2.50
T2.2.21 Schedule of Proposed Sub-Contractors		T2.51
T2.2.22 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		T2.52
T2.2.23 Proof of Purchase of Tender Document		T2.59
T2.2.24 Goods and Services Sourced Internationally		T2.60
T2.2.25 Letter of Good Standing in terms of COID Act		T2.63
T2.2.26 Tenderer's Financial Standing		T2.64
T2.2.27 Suppliers Health and Safety Declaration		T2.65

T2.2.

T2.2.28 Pro forma OHS Notification		T2.66
T2.2.29 Letter of Intent for Professional Indemnity		T2.68
T2.2.30 Letter of Intent for Performance Guarantee		T2.69
T2.2.31 Registration Certificates		T2.70
T2.2.32 Central Supplier Database (CSD) Report		T2.71

DRAFT FOR REVIEW ONLY

T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....

Mr/Mrs (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

hereby confirm that I am the sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

DRAFT FOR REVIEW ONLY

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of Partner	Residential Address	Signature
.....		
.....		
.....		
.....		

We, the partners in the business trading as

hereby authorize
to sign this Tender as well as any contract resulting from the Tender and any other documents and
correspondence in connection with this Tender and /or contract on behalf of

..... Signature	 Signature	 Signature
..... Date	 Date	 Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on
20

at

.....

Mr/Ms, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on
20

at

Mr/Ms, whose signature appears below, has been
authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURE

If a tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on20

Mr/Mrs , Mr/Mrs

Mr/Mrs and Mr/Mrs
(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture)

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

G. CONSORTIUM

If a tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on 20

Mr/Mrs ,
(whose signature appears below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium)

In his/her capacity as:

Signature Date:

T2.2.2 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is
employed:

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES / NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**T2.2.3 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
(To be completed by Tenderer)**

- 1 This Section must form part of all Tenders invited.
- 2 It serves as a declaration to be used by Umgeni Water in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Tender of any Tenderer may be disregarded if such Tenderer, or any of its directors have-
 - a. abused Umgeni Water 's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury/Umgeni Water's database as companies or persons prohibited from doing business with the public sector?	Yes ☐	No ☐
4.1.1	If so, furnish particulars		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes ☐	No ☐
4.2.1	If so, furnish particulars		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED

(FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

DRAFT FOR REVIEW ONLY

T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

It is a condition of a Tender that the taxes of the successful Tenderer **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.

T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)

[Tax Compliance Status (TCS) Letter obtained from SARS to be inserted here]

DRAFT FOR REVIEW ONLY

T2.2.5 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION / SITE MEETING

CERTIFICATE OF ATTENDANCE

TENDER No. | |

This is to certify that

(Tenderer)

of (address)

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at

(location).....

..... on (date)

starting at (time)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the Tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Purchaser's representative, namely:

Name: Signature:

Capacity: Date and Time:

T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This section must form part of all tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a Contractor of goods and services if the Contractor committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals.

² Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (continued)

I, the undersigned, in submitting the accompanying tender:

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

.....
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported

to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

DRAFT FOR REVIEW ONLY

T2.2.7 CONTRACT PARTICIPATION GOALS – NOT APPLICABLE

Objective

The objective of Umgeni Water's empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / construction and consulting industry through achieving one or more of the following objectives:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

Contract Participation Goals

Contract Participation Goal (CPG) – the **final** value of services paid to the CPG Partner/s based on the **final** contract value.

At the time of awarding the contract the 35% minimum CPG amount will be based on the contract award value exclusive of the following:

- VAT, CPA and Contingencies.

During contract implementation, adjustments relating to Provisional Sums and Contingencies linked to the CPG allocation will be agreed upon between the parties to the contract, as and when the need arises.

CPG Partner/s – Service provider/s selected from Umgeni Water's Supply Chain Management (SCM) Enterprise Development Database. Umgeni Water will provide or arrange a CPG Partner/s to work with the successful company.

Tenderers (the main contractor irrespective of BBBEE classification) who are on Umgeni Water's SCM Enterprise Development Database are not exempt from this requirement and are still required to have a CPG Partner.

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation and another 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

- 35% includes any special materials
- 35% excludes VAT, CPA and Contingencies.
- The tenderer will be required to achieve the actual Rand value committed for CPG, adjusted according to the following:
 - Variation Orders – Each VO will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted, in its entirety or partially, as part of CPG or not.
 - Re-measurable Items (including CPA, and provisional sums) – Each re-measurable item change will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted as part of CPG or not.

Within 2 weeks of the award of contract, the tenderer will be required to submit a cash flow projection for the main contractor and the CPG Partner/s

Applicability

The CPG target is applicable to all contracts to be adjudicated through the Umgeni Water procurement process and shall be achieved through the following mechanisms:-

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
- The CPG Partner/s shall be selected according to the following criteria:
 - CPG Partner/s are to be obtained from Umgeni Water's database of suppliers specifically earmarked for CPG purposes.

- In the event of services where Umgeni Water does not have an applicable service provider on its database, the tenderer may propose a suitable CPG Partner/s for consideration by Umgeni Water.
- Main service provider may propose a suitable CPG Partner/s, but Umgeni Water reserves the right to provide or arrange a CPG Partner/s to work with the successful company.
- Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to Umgeni Water whilst making profit margins consistent to the profit margins that the main contractor would have made under normal trading processes.
- Value of the work to be sub contracted shall be at least **35% (minimum of 10% shall be due to Black Women participation and another 10% for Local participation and another 10% for Local participation)** of the total contract value excluding VAT, CPA and Contingencies.
- CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
- The work allocated to the CPG Partner shall be performed by the CPG Partner directly and may not be allocated or sub-contracted out to other contractors/consultants/service providers.
- The main contractor **shall not** substitute any CPG Partner/s without the written approval of Umgeni Water.
- The working capital arrangements between the main contractor and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner does not have cash flow challenges during contract implementation.

Invoicing and Payment

The monthly measurement and payment will be according to the following guideline:

- Submission of payment certificate to the Employer's Agent by the Contractor– by 20th of each month, or the nearest previous working day. The submission from the contractor shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner.
- Submission to Umgeni Water by the Employer's Agent – by 25th of each month, or the nearest previous working day;
- Payment to the Contractor – on the last day of the following month;
- The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Contractor has been paid by Umgeni Water; and
- The submission from the Contractor must include a schedule that clearly shows the following:
 - Total Contract Sum
 - Total amount payable to CPG Partner/s excluding current month
 - Amount payable to CPG Partner for current month
 - % split of Total amount payable to Main contractor and CPG Partner/s

Monitoring and Reporting on CPG

- Umgeni Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
- The CPG Partner shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Contractor. Should disagreements arise, Umgeni Water reserves the right to intervene to resolve the disagreement.
- CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings.

Eligibility Criteria

For tenders where the CPG target is applicable, those that do not offer a **minimum** CPG participation of **35%** (including minimum 10% Black Women participation and another 10% for Local participation) according to the requirements mentioned above will be deemed **ineligible**.

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS – NOT APPLICABLE

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by: **UMGENI WATER** do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities (CPG Partner/s). Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Umgeni Water.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with Umgeni Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of Umgeni Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with Umgeni Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with Umgeni Water for a period not exceeding ten (10) years.
7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (Umgeni Water and the Bidder); and Umgeni Water shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.2.8 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS. NOT APPLICABLE

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6 A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Industry/sector/sub-sector Minimum threshold for local content

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
(b) Practice number:
(c) Telephone and cell number:
(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

T2.28.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DRAFT FOR REVIEW ONLY

T2.2.8 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Continued.....)

[illegible]

T2.2.9 TENDERER'S EXPERIENCE

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work.

Tenderers should very briefly describe their experience in this regard relevant to the scope of work and attach this to this schedule. Tenderers must note that the details reflected in the schedule below should have contactable references so that Umgeni Water can verify the information. If the references are not contactable the information shall not be considered for evaluation purposes.

Umgeni Water reserves the right not to appoint a tenderer should the references generally indicate poor performance on previous projects that are reflected in the table below.

The description should be put in tabular form with the following headings:

Description of completed work (service)	Period /Year	Value of work inclusive of VAT (Rand)	Size (of Infrastructure constructed)	Company (where the project was done)	Contact Details

Note to tenderer: only information relating to similar projects is to be provided in the above table. Copies of completion certificates are to be attached to the last page of this returnable. Information in the table without the certificates attached will not be considered

T2.31.

Scoring of the Tenderer's experience will be as follows: 40

DESCRIPTION	MAX POSSIBLE SCORE
Company experience in the Design, supply and installation of geosynthetic or similar lining system for potable water storage and/or treatment works of more than 150ML/day (submit proof of previous experience). • 1 project – 50 points • 2 projects – 60 points • 3 projects – 70 points, • 10 additional points for every project more than 3 projects to a maximum of 100 points	100

T2.2.9 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

DRAFT FOR REVIEW ONLY

T2.2.10 KEY PERSONNEL ASSIGNED TO THE WORK

Insert in the table below the key personnel and their proposed function

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.	Contracts Manager/Project Manager	
2.	Construction Site Manager	
3.	Health and Safety Officer	
4.	Senior foreman	

DRAFT FOR REVIEW ONLY

T2.2.11 EXPERIENCE OF KEY PERSONNEL

Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:

Key Person Positions

- A. Contract Manager/Project Manager
- B. Construction Site Manager
- C. Health and Safety Officer
- D. Senior Foreman

The experience of each key person, relevant to the scope of work, will be evaluated from the points below:

- 1) General experience (total duration of activity), level of education and training and positions held by the key person.
- 2) The education, training and experience of the person, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

A CV of each key person of not more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1. Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
2. Qualifications
3. Name of current employer and position in enterprise
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows: [20]

Provide proof including CV's showing experience in projects of a similar nature.	
Experience of Contracts Manager in the Contracts Management • 1 Project – 10 points • 2 Projects – 15 points • 3 Projects – 20 points • 2 additional points for every additional project up to a maximum of 30 points. Experience of Construction Site Manager in projects involving the installation of geosynthetic or similar lining systems in potable water storage or treatment works • 1 Project – 10 points • 2 Projects – 15 points • 3 Projects – 20 points • 2 additional points for every additional project up to a maximum of 30 points.	100

T2.35.

Experience of the Health and Safety Officer involving working in confined area • 1 Project – 5 points • 2 projects – 10 points • 3 projects – 15 points • 1 additional point for every additional project up to a maximum of 20 points. Experience of the Senior Forman in the installation of lining systems • 1 Project – 5 points • 2 projects – 10 points • 3 projects – 15 points • 1 additional point for every additional project up to a maximum of 20 points	
---	--

DRAFT FOR REVIEW ONLY

T2.2.11 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

DRAFT FOR REVIEW ONLY

T2.2.12 PROPOSED ORGANIZATION AND STAFFING – Not Applicable

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows: | |

No submission (score 0)	No Organizational and Staffing proposal submitted.
Poor (score 40)	The organization chart is sketchy; the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.
Good (score 90)	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities. Some members of the project team have worked together before on limited occasions.
Very good (score 100)	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.

T2.2.12 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

DRAFT FOR REVIEW ONLY

T2.2.13 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT – Not Applicable

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our Tender is accepted.

- (a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our Tender is accepted

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at its disposal, which will prejudice its Tender.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.2.14 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT | Not Applicable |

1. Does the Tenderer have a quality management system which is certified in terms of ISO 9001: 2015

YES	NO
-----	----

2. If "yes", Tenderer to supply brief summary of structure of system:
.....
.....
.....
.....
.....
.....
.....
.....

3. If "no", does the Tenderer intend to apply for certification?

YES	NO
-----	----

By when?

Date

OR

4. If "no", does the Tenderer have its own system?

YES	NO
-----	----

5. If "yes", please supply details of the system
.....
.....
.....
.....
.....
.....

6. Does the Tenderer have an environmental management system which is certified in terms of ISO 14001

YES	NO
-----	----

7. If "yes", Tenderer to supply brief summary of structure of system:
.....
.....
.....
.....
.....
.....
.....

8. If "no", does the Tenderer intend to apply for certification?

YES	NO
-----	----

By when?

Date

OR

9. If “no”, does the Tenderer have its own system?.....

YES	NO
-----	----

10. If “yes”, please supply details of the system

.....

.....

.....

.....

If the Tenderer does not intend to apply for certification it shall submit details of the quality / environmental management system presently in place.]

The Tenderer shall insert here a copy of the company’s quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. The successful Tenderer shall furnish the Employer a detailed Quality Control Plan (QCP) and Procedure for all materials, such as valves, pumps, motors, pipes, specials and fittings for approval prior to any fabrication, coating, lining and delivery. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.

Scoring of Quality Assurance and Environmental Management will be as follows: []

QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT	
No submission (score 0)	No Quality Assurance Plan & support documents submitted
Poor (score 40)	The approach to Quality and Environmental Management is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project. The Tenderer has environmental management system which is certified in terms of ISO 14 000.
Very good (score 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2.15 METHOD STATEMENT

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add in achieving the stated objectives for the project.

The Tenderer must explain his / her understanding of the objectives of the assignment and the Purchaser's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The method statement shall cover but not limited to the following:

- Removal of the existing Lining
- Preparation and cleaning of the entire lined area
- Remedial works to concrete - Filling old bolt holes and where concrete may have spalled during the removal
- Procuring and storage of the materials
- Installation
- Testing

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows: 20

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2.15 METHOD STATEMENT (Continued)

INSERT HERE

DRAFT FOR REVIEW ONLY

T2.2.16 PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the main work components. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The programme should be based on the scope of work included in this tender document and shall showing clearly:

- Linkage to the activities highlighted in the method statement
- Critical path
- Any slag based on risk associated with individual task
- Cash flow projection
- Resources assigned

The contract should note that the contract is required to be completed, commissioned and handed over to the Purchaser by the date specified in the contract data.

PROGRAMME													
Component / sub component	WEEKS / MONTHS												

Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in supported by a detailed statement to that effect, all as specified in the Tender Data.

Scoring of the preliminary programme will be as follows: [20]

	Suitability of programme
No submission (score 0)	No preliminary programme submitted
Poor (score 40)	Programme is inadequate and/or considered unrealistic and does not achieve required completion date
Satisfactory (score 70)	Programme is considered realistic and adequately shows the main components and compliance with completion date
Good (score 90)	Programme is considered realistic and includes the main components and sub subcomponents and compliance with completion date
Very good (score 100)	Programme is considered realistic and includes the main components and subcomponents and linkages and compliance with completion date

T2.2.16 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

Insert additional schedules here if applicable and update Part C table with the additional appropriate schedules within Part C

DRAFT FOR REVIEW ONLY

T.2.2.17 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here

INSERT HERE

DRAFT FOR REVIEW ONLY

T2.2.18 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. Umgeni Water will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Purchaser).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

- [Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes: (1) Individual alternative items that do not justify an alternative Tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc., and a detailed statement setting out the salient features of the proposed alternatives must accompany the Tender.
(3) Alternative Tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Tender offer.]

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his Tender, failing which, the offer for a discount may have to be disregarded.]

Signature Date

DRAFT FOR REVIEW ONLY

T2.2.19 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the Tender documents that I / we received from Umgeni Water or his representative before the closing date for submission of Tenders have been taken into account in this Tender.

A signed copy of each addendum shall be inserted after this page.

ADDENDUM No	DATE	TITLE OR DETAILS

.....
Signature
(of person authorized to sign on behalf of the Tenderer)

.....
Date

T2.2.20 VAT REGISTRATION CERTIFICATE

[VAT Registration Certificate obtained from SARS to be inserted here]

DRAFT FOR REVIEW ONLY

T2.2.21 SCHEDULE OF PROPOSED SUB-CONTRACTORS

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-Contractor	Nature and extent of work	Previous experience with Sub-Contractor
1.			
2.			
3.			
4.			
5.			

Signature..... Date

Name..... Position

Tenderer.....

T2.2.22 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this tender is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
(Refer Clause 5.7)

1.3.1 The maximum points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Affidavit, Verification Certificate from a B-BBEE Verification Agency accredited by the South African National Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), issued prior to 01 January 2017 together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good

- Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “tender” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “contract” means the agreement that results from the acceptance of a tender by an organ of state;
- 2.9 “EME” – (Exempted Micro Enterprise) means an Entity with annual turnover of R10 million or less means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “QSE” – (Qualifying Small Enterprise) means an Entity that qualifies for measurement under the QSE scorecard with turnover of R10 million or more but less than R50 Million.
- 2.15 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.16 “sub-contract” means the primary Supplier’s assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;
- 2.17 “total revenue” – means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice, as per the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Points scored for comparative price of tender under consideration
Pt = Comparative price of tender under consideration
Pmin = Comparative price of lowest acceptable tender

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

T2.55.

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA, prior to 01 May 2015 or a B-BBEE Affidavit with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level Affidavit QSE (for entities whose turnover is between R10 million and R50 million, with 51% to 100% Black Ownership) verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA (prior to 1 January 2017) or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate for consortiums or joint ventures and affidavit for trusts.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the Amended B-BBEE Codes of Good Practice, Gazette No. 38766.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-Supplier is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

- 6.1 Tenderers who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA (prior to 01 January 2017) or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

- 8.1.1 If yes, indicate:

- i. what percentage of the contract will be subcontracted?%
- ii. the name of the sub-Contractor?
- iii. the B-BBEE status level of the sub-Contractor?
- iv. whether the sub-Contractor is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of organization:

- 9.2 VAT registration number:

- 9.3 Company Registration number:

- 9.4 TYPE OF COMPANY/FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

- 9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Contractor
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

- 9.7 Total number of years the company/firm has been in business?
- 9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- (i) The information furnished is true and correct
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the tenderer or Contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

.....
SIGNATURE(S) OF TENDERER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

T2.2.22 .../continued B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Tenderers not submitting a **valid original or a certified copy** B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process.

DRAFT FOR REVIEW ONLY

T2.2.23 PROOF OF PURCHASE OF TENDER DOCUMENT

INSERT HERE

DRAFT FOR REVIEW ONLY

T2.2.24 GOODS AND SERVICES SOURCED INTERNATIONALLY

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and State Owned Entity purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple Contractors of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to Contractors in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst Contractors in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or Contractors.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful tenderers (Contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple Contractors for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

3.1 Tenderers are required to sign and submit this Section together with the tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple Contractors for the same goods, works or services under the same contract

as indicated in sub-paragraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful tenderers (Contractors) are required, immediately after being officially notified about any successful tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 3941401, facsimile (012) 3942401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the Contractor and the DTI will determine the NIP obligation;
- (b) the Contractor and the DTI will sign the NIP obligation agreement;
- (c) the Contractor will submit a performance guarantee to the DTI;
- (d) the Contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the Contractor will submit detailed business plans outlining the business concepts;
- (f) the Contractor will implement the business plans; and
- (g) the Contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful tenderer (Contractor) and, therefore, does not involve the purchasing institution.

Tender number	Closing date
Name of tenderer	
Postal address	
.....	
Signature	Name (in print)
Date	

T2.2.24 GOODS AND SERVICES SOURCED INTERNATIONALLY Continued.....

Insert detailed list of goods and services to be sourced internationally and provide rate of exchange and base date.

Description	Value	Base Date	Rate of Exchange

Note to the Tenderer: It will be the successful Tenderer's responsibility to obtain Forward Cover to avoid price increases for the Employer on any goods and services in this category. In failing to do that, any increase in prices on these items, after the Commencement Date of the Contract, shall be for the Contractor's account.

T2.2.25 LETTER OF GOOD STANDING IN TERMS OF COID ACT

(Compensation for Occupational Injuries and Diseases Act)

INSERT HERE

DRAFT FOR REVIEW ONLY

T2.2.26 TENDERER'S FINANCIAL STANDING

In terms of the standard conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Purchaser to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with its Tender a bank rating, certified by its banker, to the effect that it will be able to successfully complete the contract at the Tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with its Tender, it shall state the reasons as to why it is unable to do so, and in addition provide the following details of its banker and bank account that it intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank:

Failure to provide either the required bank details or a certified bank rating with its Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at its disposal to complete the contract successfully within the specified time for completion.

The Purchaser undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.2.27 CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1) 9(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Purchaser is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorized by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise have the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Purchaser's Health and Safety Specifications.
3. I hereby undertake, if my Tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with CR7(1) of the Construction Regulations, approved by the Purchaser or its representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Purchaser's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Purchaser's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Purchaser in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Purchaser will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Purchaser.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHS Act 1993 Construction Regulations 2014 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.2.28 PRO FORMA OHS NOTIFICATION

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[In terms of Regulation 4 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:

.....
.....

- (b) Name of Contractor's contact person:

Telephone number:

2. Contractor's compensation registration number:

3. (a) Name and postal address of Purchaser:

- (b) Name of Purchaser's contact person or agent:

Telephone number

4. (a) Name and postal address of designer(s) for the project:

.....

- (b) Name of designer's contact person:

Telephone number

5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1):

Telephone number:

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).

.....

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

12. Planned number of Sub-Contractors on the construction site accountable to Contractor:

13. Name(s) of Sub-Contractors already chosen:

.....
.....

SIGNED BY:

CONTRACTOR: DATE:

PURCHASER: DATE:

DRAFT FOR REVIEW ONLY

T2.2.29 LETTER OF INTENT FOR PROFESSIONAL INDEMNITY

INSERT HERE

DRAFT FOR REVIEW ONLY

T2.2.30 LETTER OF INTENT FOR PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution with whom it has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so. The Tenderer must also attach proof that the institution that will provide the performance guarantee is registered and in good standing with the Financial Services Conduct Authority.]

]

INSERT HERE

DRAFT FOR REVIEW ONLY

T2.2.31 REGISTRATION CERTIFICATES

Insert required registration Certificates such as CIDB, ECSA, PSIRA, and the like here.

DRAFT FOR REVIEW ONLY

T2.2.32 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

DRAFT FOR REVIEW ONLY